

TO: BOARD OF DIRECTORS

FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

DATE: JULY 17, 2015

AGENDA ITEM

D

JULY 22, 2015

CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item removed. If discussion is desired, the item may be removed from the Consent Agenda by a Board member and will be considered separately at the conclusion of the Administrative Items. Individual items on the Consent Agenda are approved by the same vote that approves the Consent Agenda, unless an item is pulled for separate consideration. The recommendations for each item are noted in bracket. Members of the public may comment on the Consent Agenda items.

**Questions or clarification may be made by the Board members
without removal from the Consent Agenda.**

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE JUNE 24, 2015 REGULAR BOARD MEETING MINUTES [RECOMMEND APPROVAL]
- D-3) INVESTMENT POLICY – SECOND QUARTER REPORT [RECOMMEND ACCEPT]
- D-4) APPROVE AMENDED CONTRACT WITH DISTRICT GENERAL MANAGER [RECOMMEND APPROVE CONTRACT]
- D-5) UPDATE DISTRICT PROPOSITION 218 PROTEST GUIDELINES [RECOMMEND APPROVE RESOLUTION UPDATING GUIDELINES]
- D-6) VIA CONCHA WELL REPAIR ACCEPTANCE [RECOMMEND ACCEPT PROJECT]

TO: BOARD OF DIRECTOR

REVIEWED: MICHAEL S. LEBRUN
GENERAL MANAGER

MSL

FROM: LISA BOGNUDA
FINANCE DIRECTOR

LSB

DATE: JULY 17, 2015

**AGENDA ITEM
D-1
JULY 22, 2015**

PAGE ONE

HAND WRITTEN CHECKS

06-25-15	20412	SLO CLERK-RECORDER
07-15-15	20413	SECRETARY OF STATE
07-16-15	20414	APPLIANCE CONNECTION
07-16-15	20415	ASCE
07-22-15	20416	MARIA SAHAGUN
07-22-15	20417	MARTIN SILVA
07-22-15	20418	MARK CHEN YIN
07-22-15	20419	CHELSEA YULE

RECORDING FEE	\$66.00
NOTARY EXAM FEE	\$40.00
REFRIGERATOR REPAIR	\$285.94
AWARDS LUNCHEON	\$100.00
WASHER REBATE	\$75.00
WASHER REBATE	\$75.00
WASHER REBATE	\$75.00
WASHER REBATE	\$75.00

TOTAL COMPUTER CHECKS
\$736,998.16

VOIDS - 24521, 24524

COMPUTER GENERATED CHECKS

24522	06/26/15	EMP01	EMPLOYMENT DEVELOP DEPT	B50626	06/26/15	STATE INCOME TAX	06-15	24.70	
24522	06/26/15	EMP01	EMPLOYMENT DEVELOP DEPT	1B50626	06/26/15	STATE INCOME TAX	06-15	50.30	75.00
24523	06/26/15	MID01	RABOBANK-PAYROLL TAX DEPOS	B50626	06/26/15	FEDERAL INCOME TAX	06-15	121.32	
24523	06/26/15	MID01	RABOBANK-PAYROLL TAX DEPOS	1B50626	06/26/15	MEDICARE (FICA)	06-15	38.38	
24523	06/26/15	MID01	RABOBANK-PAYROLL TAX DEPOS	2B50626	06/26/15	FEDERAL INCOME TAX	06-15	190.55	
24523	06/26/15	MID01	RABOBANK-PAYROLL TAX DEPOS	3B50626	06/26/15	MEDICARE (FICA)	06-15	22.10	372.35
24525	07/03/15	EMP01	EMPLOYMENT DEVELOP DEPT	1504.25	.00	1504.25	B50629	STATE INCOME TAX	
24526	07/03/15	MID01	RABOBANK-PAYROLL TAX DEPO	4804.44	.00	4804.44	B50629	FEDERAL INCOME TAX	
				62.00	.00	62.00	1B50629	FICA	
				1248.52	.00	1248.52	2B50629	MEDICARE (FICA)	
			Check Total.....:	6114.96	.00	6114.96			
24527	07/03/15	MID02	RABOBANK-DIRECT DEPOSIT	31694.12	.00	31694.12	B50629	NET PAY	
24528	07/03/15	PER01	PERS RETIREMENT	11689.11	.00	11689.11	B50629	PERS PAYROLL REMITTANCE	
24529	07/03/15	STA01	CALPERS 457 DEFERRED COMP	2955.00	.00	2955.00	B50629	457 DEFERRED COMP	
024530	07/10/15	ABA01	ABALONE COAST BACTERIOLOG	6992.80	.00	6992.80	2540	LAB TESTS	
024531	07/10/15	ADV01	ADVANTAGE ANSWERING PLUS	130.00	.00	130.00	74140625	ANSWERING SERVICE	
024532	07/10/15	ALX01	ALEXANDER'S CONTRACT SERV	3386.99	.00	3386.99	6290871	METER READING	
024533	07/10/15	AME03	AMERI PRIDE	168.43	.00	168.43	395947	UNIFORMS	
				188.22	.00	188.22	400629	UNIFORMS	
				190.08	.00	190.08	1405273	UNIFORMS	
			Check Total.....:	546.73	.00	546.73			
024534	07/10/15	ATT01	AT&T	154.78	.00	154.78	6731481	TELEPHONE	
				27.28	.00	27.28	6731725	TELEPHONE	
				193.55	.00	193.55	6731794	TELEPHONE	
			Check Total.....:	375.61	.00	375.61			
024535	07/10/15	AVC01	AVCO FIRE EXTINGUISHER C.	576.30	.00	576.30	WO-1466	ANNUAL MAINTENANCE FIRE E	
024536	07/10/15	BNY02	BANK OF NEW YORK MELLON	1500.00	.00	1500.00	1871691	BOND ADMIN FEE - 2013 REF	
				1750.00	.00	1750.00	1874350	BOND ADMIN FEE-COP 2012	
				2035.20	.00	2035.20	1874363	BOND ADMIN FEE-COP 2013 S	
			Check Total.....:	5285.20	.00	5285.20			
024537	07/10/15	BRE02	BRENTAG PACIFIC INC.	222.61	.00	222.61	532290	SODIUM HYPOCHLORITE	
				285.90	.00	285.90	533220	SODIUM HYPOCHLORITE	
				303.99	.00	303.99	533221	SODIUM HYPOCHLORITE	
				1673.68	.00	1673.68	535154	SODIUM HYPOCHLORITE	
				1244.36	.00	1244.36	535155	SODIUM HYPOCHLORITE	
			Check Total.....:	3730.54	.00	3730.54			
024538	07/10/15	BRI01	BRISCO'S	109.10	.00	109.10	161799	LUMBER, SCREWS	
024539	07/10/15	CAR04	CAR QUEST AUTO PARTS	20.76	.00	20.76	310892	3 IN 1 TRANSFER PUMP	

AGENDA ITEM D-1 Warrants
JULY 22, 2015

024540	07/10/15	CHA02	CHARTER COMMUNICATIONS	225.00	.00	225.00	JULY2015A	INTERNET - SHOP
				225.00	.00	225.00	JULY2015B	INTERNET - OFFICE
			Check Total.....:	450.00	.00	450.00		
024541	07/10/15	COR01	CORBIN WILLITS SYSTEMS	750.83	.00	750.83	506151	MONTHLY SOFTWARE SUPPORT
024542	07/10/15	COR04	CORIX WATER PRODUCTS (US)	135.31	.00	135.31	3015698	VALVES, GASKETS
024543	07/10/15	CRY01	CRYSTAL SPRINGS	15.75	.00	15.75	JUN2015	DISTILLED WATER
024544	07/10/15	DEW01	J B DEWAR INC	490.63	.00	490.63	119485	COMPRESSOR OIL
				547.93	.00	547.93	303737	WELL PUMP OIL
				2720.63	.00	2720.63	456905	STARTUP GENERATOR DIESEL
			Check Total.....:	3759.19	.00	3759.19		
024545	07/10/15	ELE03	ELECTRICRAFT, INC.	1241.00	.00	1241.00	8545	INSTALL 45' CORD ON GENER
				1435.27	.00	1435.27	8549	ELECTRICAL TROUBLESHOOTIN
				1624.00	.00	1624.00	8559	INSPECT JUNCTION BOXES
				2158.40	.00	2158.40	8623	WIRING TO FLOW METER REGI
			Check Total.....:	6458.67	.00	6458.67		
024546	07/10/15	ESR01	ENVIRONMENTAL SYSTEMS RES	2075.00	.00	2075.00	92984133	ARCGIS MAINTENANCE AGREEM
024547	07/10/15	FAR02	FAR WEST EXPRESS	12.00	.00	12.00	JUNE2015	DELIVERY
024548	07/10/15	FED01	FED EX	34.80	.00	34.80	507055021	PACKAGE HANDLING
024549	07/10/15	FER01	FERGUSON ENTERPRISES INC	383.32	.00	383.32	2048648	BUSHINGS, ADAPTERS
024550	07/10/15	FGL01	FGL ENVIRONMENTAL	821.00	.00	821.00	580056	LAB TESTS
				417.70	.00	417.70	581050	LAB TESTS
				417.70	.00	417.70	581654	LAB TESTS
			Check Total.....:	1656.40	.00	1656.40		
024551	07/10/15	GIL01	GLM, INC.	360.00	.00	360.00	1477	LANDSCAPE MAINTENANCE
024552	07/10/15	GWA01	GWA INC	55.00	.00	55.00	150600640	ALARM SERVICE-OFFICE
				87.00	.00	87.00	150602062	ALARM SERVICE-SHOP
				87.00	.00	87.00	150602107	ALARM SERVICE
				409.00	.00	409.00	150700640	ALARM SERVICE CALL-REPLAC
				50.00	.00	50.00	700640201	REMOTE PROGRAMMING - REMO
			Check Total.....:	688.00	.00	688.00		
024553	07/10/15	HAM02	HAMNER JEWELL & ASSOCIATE	356.25	.00	356.25	7482	WATERLINE INTERTIE
024554	07/10/15	HOM02	HOME DEPOT	889.03	.00	889.03	2812618	PORTABLE AIR COMPRESSOR
				530.07	.00	530.07	8014903	TOOLS
			Check Total.....:	1419.10	.00	1419.10		
024555	07/10/15	INT02	INTEGRATED INDUSTRIAL SUP	92.84	.00	92.84	32192	COVERALLS
				5.43	.00	5.43	32291	HEX BOLT, NUT, WASHER
				46.23	.00	46.23	32451	GREASE GUNS
			Check Total.....:	144.50	.00	144.50		
024556	07/10/15	IRO01	IRON MOUNTAIN RECORDS MGT	129.04	.00	129.04	LRE3521	SHREDDING
024557	07/10/15	LAN02	LANDMARK LANDSCAPE CO INC	214.00	.00	214.00	65191	LMD
024558	07/10/15	LEE02	LEE CENTRAL COAST NEWSPAP	1582.46	.00	1582.46	JUN2015A	ADVERTISING
				433.12	.00	433.12	JUN2015B	PUBLIC NOTICES
			Check Total.....:	2015.58	.00	2015.58		
024559	07/10/15	MAT01	MATSON, JESSICA	29.99	.00	29.99	B50708	EXPENSE REIMBURSEMENT-SWP
024560	07/10/15	MIN02	MINER'S ACE HARDWARE	500.37	.00	500.37	JUNE2015	SUPPLIES
024561	07/10/15	NEW05	NEWTON GEO-HYDROLOGY CONS	7493.23	.00	7493.23	JUN2015	LITIGATION SUPPORT
024562	07/10/15	NEX03	NEXTRAQ	399.50	.00	399.50	AT1185722	GPS SUBSCRIPTION
024563	07/10/15	NIP05	NIPOMO CHAMBER OF COMMERC	165.00	.00	165.00	1506	CHAMBER CLEAN-UP GRANT DI
				180.00	.00	180.00	1763	QUARTERLY ADVERTISING
			Check Total.....:	345.00	.00	345.00		
024564	07/10/15	NIP08	NIPOMO CSD	127.65	.00	127.65	JUL2015	LMD WATER

**AGENDA ITEM D-1 Warrants
JULY 22, 2015**

024565	07/10/15	NUN01	NUNLEY, MICHAEL K. & ASSO	37.50	.00	37.50	867	BRANCH WATERLINE ABANDONM
				23.52	.00	23.52	868	BLACKLAKE WWTP REPAIR/REH
				577.50	.00	577.50	869	POTABLE WATER STORAGE TAN
				1870.00	.00	1870.00	871	GIS MAINTENANCE PROJECT
				405.00	.00	405.00	874	PCIA-545 GRANDE
				1646.50	.00	1646.50	887	NITRIFICATION MONITORING
				40.00	.00	40.00	898	OPERATIONS MOU
			Check Total.....:	4600.02	.00	4600.02		
024566	07/10/15	OFF01	OFFICE DEPOT	21.49	.00	21.49	287001	OFFICE SUPPLIES
				55.10	.00	55.10	898001	OFFICE SUPPLIES
			Check Total.....:	76.59	.00	76.59		
024567	07/10/15	PER04	PERRY'S ELECTRIC MOTORS	45.36	.00	45.36	18276	POLYREX TUBES
024568	07/10/15	PGE01	P G & E	4.38	.00	4.38	4531	ELECTRICITY-N BLOSSER
				1139.21	.00	1139.21	54949	ELECTRICITY-ALTA VISTA LN
			Check Total.....:	1143.59	.00	1143.59		
024569	07/10/15	POO01	POOR RICHARD'S PRESS	1496.33	.00	1496.33	266270A	PRINT/MAIL CCR
				1185.43	.00	1185.43	266270B	POSTAGE FOR CCR
				526.28	.00	526.28	266463A	JULY/AUGUST BILL STUFFER
				111.90	.00	111.90	266570A	MAIL LATE NOTICES
				135.32	.00	135.32	266570B	POSTAGE FOR LATE NOTICES
			Check Total.....:	3455.26	.00	3455.26		
024570	07/10/15	POS01	POSTMASTER	98.00	.00	98.00	B50709	PO BOX FEE
024571	07/10/15	PRE01	PRECISION JANITORIAL	650.00	.00	650.00	261	JANITORIAL SERVICES
024572	07/10/15	RIC01	RICHARDS, WATSON, GERSHON	642.50	.00	642.50	202015	WATER RIGHTS ADJUDICATION
024573	07/10/15	SOU01	SOUTH COUNTY SANITARY	38.98	.00	38.98	4918197	WASTE COLLECTION-OFFICE
				201.14	.00	201.14	4919352	WASTE COLLECTION-OLDE TOW
				185.06	.00	185.06	4919871	WASTE COLLECTION-SWWTF
			Check Total.....:	425.18	.00	425.18		
024574	07/10/15	SPE01	SPECIAL DISTRICT RISK	19508.49	.00	19508.49	50969	WORKERS' COMP FY 15-16
				76727.72	.00	76727.72	51590	PROPERTY/LIABILITY PROGRA
				13.43	.00	13.43	51806	PROPERTY/LIABILITY PROGRA
			Check Total.....:	96249.64	.00	96249.64		
024575	07/10/15	THE01	THE GAS COMPANY	15.73	.00	15.73	JUNE2015A	HEAT - SHOP
				19.55	.00	19.55	JUNE2015B	HEAT - OFFICE
			Check Total.....:	35.28	.00	35.28		
024576	07/10/15	THE02	THE TRIBUNE SLO CO NEWSPAP	115.26	.00	115.26	BUDGET2	PUBLIC NOTICE-BUDGET
				119.78	.00	119.78	GARBAGE2	PUBLIC NOTICE-GARBAGE
				67.80	.00	67.80	STLIGHT2	PUBLIC NOTICE-STREETLIGHT
			Check Total.....:	302.84	.00	302.84		
024577	07/10/15	TUC01	TUCKFIELD & ASSOCIATES	1890.00	.00	1890.00	0402	SEWER RATE STUDY
024578	07/10/15	UND01	UNDERGROUND SERVICE ALERT	120.00	.00	120.00	15006027	SERVICE ALERTS
024579	07/10/15	USA01	USA BLUEBOOK	104.71	.00	104.71	678249	MAGNETIC STIRRING BAR, CO
				445.83	.00	445.83	679535	FILTERS, VIALS, OXYGEN ST
			Check Total.....:	550.54	.00	550.54		
024580	07/10/15	USB01	US BANK (VISA)	7.50	.00	7.50	JUN2015A	BOARD MEETING
				43.00	.00	43.00	JUN2015B	MEALS AND TRAVEL
				2872.00	.00	2872.00	JUN2015C	EDUCATION AND TRAINING
				49.00	.00	49.00	JUN2015D	CONSERVATION PRINTING
				561.15	.00	561.15	JUN2015E	CLUBHOUSE RENTAL
				97.65	.00	97.65	JUN2015F	OPERATING SUPPLIES-TOWN S
				310.00	.00	310.00	JUN2015G	OPERATING SUPPLIES-WATER
			Check Total.....:	3940.30	.00	3940.30		
024581	07/10/15	VER01	VERIZON	52.14	.00	52.14	JUNE2015	TELEPHONE
024582	07/10/15	VER03	VERIZON WIRELESS	360.47	.00	360.47	JUNE2015	TELEPHONE
024583	07/10/15	WAL01	WALLACE GROUP	1419.00	.00	1419.00	39522	FOG INSPECTION
024584	07/10/15	XYL02	XYLEM WATER SOLUTIONS U.S	9402.12	.00	9402.12	355684569	SUBMERSIBLE PUMP
024585	07/10/15	YOU01	YOUR PEOPLE PROFESSIONALS	1400.00	.00	1400.00	B50708	EMPLOYMENT AGENCY DEPOSIT

**AGENDA ITEM D-1 Warrants
JULY 22, 2015**

24586	07/17/15	EMP01	EMPLOYMENT DEVELOP DEPT	1659.35	.00	1659.35	B50713	STATE INCOME TAX
24587	07/17/15	MID01	RABOBANK-PAYROLL TAX DEPO	5199.99	.00	5199.99	B50713	FEDERAL INCOME TAX
				1299.30	.00	1299.30	1B50713	MEDICARE (FICA)
			Check Total.....:	6499.29	.00	6499.29		
24588	07/17/15	MID02	RABOBANK-DIRECT DEPOSIT	32873.61	.00	32873.61	B50713	NET PAY
24589	07/17/15	PER01	PERS RETIREMENT	7921.84	.00	7921.84	B50713	PERS PAYROLL REMITTANCE
24590	07/17/15	STA01	CAL.PERS 457 DEFERRED COMP	2955.00	.00	2955.00	B50713	457 DEFERRED COMP
024591	07/22/15	AEC01	AECOM USA INC	7473.60	.00	7473.60	37590186	SUPPLEMENTAL WATER
024592	07/22/15	BRE02	BRENNTAG PACIFIC INC.	602.39	.00	602.39	537386	SODIUM HYPOCHLORITE
				294.96	.00	294.96	537387	SODIUM HYPOCHLORITE
			Check Total.....:	897.35	.00	897.35		
024593	07/22/15	CLE06	CNSLO INC	2209.00	.00	2209.00	20383	MONTHLY COMPUTER SUPPORT
024594	07/22/15	COR01	CORBIN WILLITS SYSTEMS	1040.00	.00	1040.00	B50630	CUSTOM PROGRAMMING
024595	07/22/15	CWE01	CWEA	81.00	.00	81.00	B50716	CERTIFICATION RENEWAL-MAL
024596	07/22/15	INT02	INTEGRATED INDUSTRIAL SUP	26.54	.00	26.54	32592	STAINLESS STEEL NIPPLE, T
				109.65	.00	109.65	32625	DISPOSABLE GLOVES
				17.09	.00	17.09	32663	FORGED STEEL EYE BOLT
			Check Total.....:	153.28	.00	153.28		
024597	07/22/15	LEB02	LeBRUN, MICHAEL	65.00	.00	65.00	B50714	CELL PHONE REIMBURSEMENT
024598	07/22/15	MNS01	MNS ENGINEERS INC	45318.00	.00	45318.00	65724	SUPPLEMENTAL WATER
024599	07/22/15	MOR02	MORE OFFICE SOLUTIONS	614.15	.00	614.15	956702	MAINTENANCE CONTRACT
				82.95	.00	82.95	963529	MAINTENANCE CONTRACT
			Check Total.....:	697.10	.00	697.10		
024600	07/22/15	MUN03	MUNICIPAL MAINTENANCE EQU	447.73	.00	447.73	0102109	WASHDOWN GUN, ADAPTERS
				112.83	.00	112.83	0102113	SPRAY GUN, ADAPTER
			Check Total.....:	560.56	.00	560.56		
024601	07/22/15	NIP05	NIPOMO CHAMBER OF COMMERC	2425.50	.00	2425.50	071315	CHAMBER CLEAN-UP GRANT DI
024602	07/22/15	NUT01	NU TECH PEST MGMT	265.00	.00	265.00	0113265	PEST CONTROL
				75.00	.00	75.00	0113266	RODENT CONTROL
			Check Total.....:	340.00	.00	340.00		
024603	07/22/15	OFF01	OFFICE DEPOT	159.97	.00	159.97	693001	OFFICE SUPPLIES
024604	07/22/15	POO01	POOR RICHARD'S PRESS	786.46	.00	786.46	266600A	MAIL BILLS
				1347.82	.00	1347.82	266600B	POSTAGE FOR BILLS
			Check Total.....:	2134.28	.00	2134.28		
024605	07/22/15	POS02	FRANCOTYP-POSTALIA, INC.	335.40	.00	335.40	02488266	POSTAGE MACHINE RENTAL
024606	07/22/15	SHI01	SHIPSEY & SEITZ, INC	12949.50	.00	12949.50	JUN2015	LEGAL SERVICES THROUGH JU
024607	07/22/15	SPI01	SPIESS CONSTRUCTION CO.	357055.98	.00	357055.98	17	PROGRESS PAYMENT #17
024608	07/22/15	SPI02	RABOBANK	18792.42	.00	18792.42	17	RETENTION PAYMENT #17

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *ML*
GENERAL MANAGER
DATE: JULY 17, 2015

AGENDA ITEM
D-2
JULY 22, 2015

APPROVE JUNE 24, 2015 REGULAR BOARD MEETING MINUTES

ITEM

Approve action minutes from previous Board meetings. [RECOMMEND APPROVE MINUTES]

BACKGROUND

The draft minutes are a written record of the previous Board Meeting action.

RECOMMENDATION

Approve Minutes

ATTACHMENT

- A. June 24, 2015, draft Regular Board Meeting Minutes

July 22, 2015

D-2

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community Since 1965

DRAFT REGULAR MINUTES

JUNE 24, 2015, AT 9:00 A.M.

JON S. SEITZ BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

CRAIG ARMSTRONG, **PRESIDENT**
DAN GADDIS, **VICE PRESIDENT**
BOB BLAIR, **DIRECTOR**
ED EBY, **DIRECTOR**
DAN WOODSON, **DIRECTOR**

PRINCIPAL STAFF

MICHAEL S. LEBRUN, **GENERAL MANAGER**
LISA BOGNUDA, **FINANCE DIRECTOR**
MICHAEL W. SEITZ, **GENERAL COUNSEL**
PETER SEVCIK, **DIRECTOR OF ENG. & OPS.**
JESSICA MATSON, **BOARD CLERK**

Mission Statement: The Nipomo Community Services District's mission is to provide its customers with reliable, quality, and cost-effective services now and in the future.

00:00:00 A. CALL TO ORDER AND FLAG SALUTE

President Armstrong called the Regular Meeting of June 24, 2015 to order at 9:00 a.m. and led the flag salute.

00:00:43 B. ROLL CALL AND PUBLIC COMMENT FOR ITEMS NOT ON AGENDA

At Roll Call, all Directors were present.

There were no public comments.

00:00:48 C. PRESENTATIONS AND REPORTS

C-1) REPORT ON JUNE 10, 2015 REGULAR MEETING CLOSED SESSION
Announcement of actions, if any, taken in Closed Session

Mike Seitz, District Legal Counsel, announced that the Board discussed Item I.1(a) from the June 10, 2015 Regular Meeting (Conference with District Legal Counsel re: pending litigation pursuant to GC §54956.9 SMVWCD VS. NCSO) in closed session, gave direction, but took no reportable action.

Mr. Seitz also announced that the Board commenced the annual performance review of District General Manager.

00:01:26 C-2) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES, AND SEMINARS.
Receive Announcements and Reports from Directors

Director Woodson

◇ June 22, Attended South County Advisory Committee (SCAC) meeting.

Director Blair

◇ June 23, Attended the District's Public Information Session at NCSO.

Director Eby

◇ June 23, Attended the District's Public Information Session at Blacklake.

SUBJECT TO BOARD APPROVAL

00:03:05

- C-3) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE and FILE PRESENTATIONS AND REPORTS

There were no public comments.

*Upon the motion of Director Dan Allen Gaddis and seconded, the Board unanimously approved to receive and file the presentations and reports as submitted.
Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
Directors Gaddis, Eby, Blair, Woodson, and Armstrong	None	None

00:03:08

D. CONSENT AGENDA

- D-1) WARRANTS

- D-2) APPROVE MINUTES OF PREVIOUS BOARD MEETINGS
 - JUNE 10, 2015 REGULAR MEETING

Director Armstrong pulled Item D-2 for separate consideration.

ITEM D-1

There were no public comments.

*Upon the motion of Director Bob Blair and seconded, the Board unanimously approved the warrants.
Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
Directors Blair, Eby, Woodson, Gaddis and Armstrong	None	None

ITEM D-2

There were no public comments.

*Upon the motion of Director Craig Armstrong and seconded, the Board unanimously approved the June 10th Regular Meeting minutes. Director Blair was not qualified to vote.
Vote 4-0.*

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Eby, Woodson, and Gaddis	None	None

00:06:42

00:06:48

E. ADMINISTRATIVE ITEMS

E-1) CONSIDER CALIFORNIA SPECIAL DISTRICT ASSOCIATION BALLOT

President Armstrong introduced the item and the Board discussed.

There were no public comments.

Upon the motion of Director Craig Armstrong and seconded, the Board agreed to vote for Director Bob Blair on the California Special District Association (CSDA) Board of Directors Seat A Coastal Network 2015 election ballot.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
<i>Directors Armstrong, Blair, Eby, Woodson, and Gaddis</i>	<i>None</i>	<i>None</i>

00:07:23

E-2) CONSIDER SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BALLOT

President Armstrong introduced the item and the Board discussed. Michael LeBrun, General Manager, answered questions from the Board.

Mike Seitz, District Legal Counsel, commented on the candidates and clarified voting procedures.

There were no public comments.

Upon the motion of Director Dan Allen Gaddis and seconded, the Board agreed to vote for Ed Gray, R. Michael Wright, and Sandy Seifert-Raffelson on the Special District Risk Management Authority Board of Directors 2015 election ballot.

Vote 4-1.

YES VOTES	NO VOTES	ABSENT
<i>Directors Gaddis, Blair, Woodson, and Armstrong</i>	<i>Director Eby</i>	<i>None</i>

00:10:24

F. GENERAL MANAGER'S REPORT

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun also reported the following:

- Testing is currently taking place on the Supplemental Water Project pump station and the project remains on schedule for water delivery in July.*
- The Via Concha Well is being installed this week.*
- The District held two public information sessions on June 23^d regarding the arrival of supplemental water. Approximately 75 people were in attendance. The presentation is available on the District website.*
- Letters will be going out to the top 100 residential water users.*
- June production numbers will be reported at the first meeting in July.*

Mr. LeBrun answered questions from the Board.

There were no public comments.

Nipomo Community Services District
REGULAR MEETING
MINUTES

G. COMMITTEE REPORTS

None.

00:23:50

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Gaddis

- ◇ *Would like to take a tour of the new pump station once supplemental water deliveries are made.*

00:26:06

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9

- a) SMVWCD VS. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).

2. ANNUAL PERFORMANCE REVIEW OF DISTRICT GENERAL MANAGER PURSUANT TO GOVERNMENT CODE SECTION 54957

00:26:28

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no public comments.

K. ADJOURN TO CLOSED SESSION

President Armstrong adjourned to closed session at 9:27 a.m.

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 10:17 a.m.

Mike Seitz, District Legal Counsel, announced that the Board discussed Item I.1(a) but took no reportable action.

Mr. Seitz also reported that the Board discussed and concluded the General Manager evaluation giving an overall evaluation of 1.32 with a score of 1.0 being "Outstanding" and a score of 2.0 being "Exceeds Expectations".

ADJOURN

President Armstrong adjourned the meeting at 10:20 a.m.

MEETING SUMMARY	HOURS & MINUTES
Regular Meeting	30 minutes
Closed Session	50 minutes
TOTAL HOURS	1 hour 20 minutes

Respectfully submitted,

Michael S. LeBrun, General Manager and Secretary to the Board

Date

SUBJECT TO BOARD APPROVAL

TO: BOARD OF DIRECTOR
 FROM: MICHAEL S. LEBRUN *msl*
 GENERAL MANAGER
 DATE: JULY 17, 2015

**AGENDA ITEM
 D-3
 JULY 22, 2015**

INVESTMENT POLICY – SECOND QUARTER REPORT

ITEM

Review Investment Policy Second Quarter Report [RECOMMEND ACCEPT]

BACKGROUND

The District’s Investment Policy requires the Finance Officer file a quarterly report that identifies the District’s investments and their compliance with the policy. The quarterly report is considered by the Board of Directors and is filed with the District’s auditor.

As District Finance Officer and Treasurer, I am pleased to inform the Board of Directors that the District is in compliance with the Investment Policy and that the objectives of safety, liquidity, and yield have been met. The District has the ability to meet cash flow requirements for the next six months.

INVESTMENT POLICY-SECOND QUARTER REPORT 6/30/15

Investment	Institution	Amount of Deposit 6/30/15	Rate of Interest	Quarterly Interest Earned or Accrued 6/30/15	Amount of Deposit 6/30/14	Rate of Interest	Quarterly Interest Earned or Accrued 6/30/14
Public Checking	Rabobank	\$193,626.47	0.00%	\$0.00	\$221,168.92	0.00%	\$0.00
Savings-Improvement Bonds	Rabobank	\$190,413.13	0.21%	\$111.35	\$172,863.45	0.25%	\$107.70
Savings-Performance Bonds	Rabobank	\$201,086.45	0.21%	\$109.01	\$200,607.33	0.25%	\$124.98
Savings-NMWCA Fees (1)	Rabobank	\$451,364.25	0.21%	\$224.83	n/a	n/a	n/a
Pooled Money Investment	Local Agency Investment Fund (LAIF)	\$17,368,510.08	0.28%	\$12,891.46	\$20,628,769.18	0.22%	\$11,771.69

n/a = not applicable
 (1)=account opened 12/11/14 – funds transferred from Public Checking

RECOMMENDATION

After Board consideration and public comment, it is recommended that your Honorable Board accept the quarterly report by motion and minute order and direct staff to file the Report with District Auditor.

ATTACHMENTS

None

TO: BOARD OF DIRECTOR

REVIEWED: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

FROM: LISA BOGNUDA
FINANCE DIRECTOR

DATE: JULY 17, 2015

**AGENDA ITEM
D-4
JULY 22, 2015**

**APPROVE AMENDED CONTRACT WITH
DISTRICT GENERAL MANAGER**

ITEM

Approve amended contract with General Manager [RECOMMEND APPROVE]

BACKGROUND

On June 24, 2015, your Board concluded an evaluation of General Manager giving an overall evaluation score of 1.32 were a 1.0 equates to "Outstanding" and a 2.0 equates to "Exceeds Expectations". Your Board agreed to retain the General Manager.

Today your Board will consider a contract amendment to increase the General Manager's salary by 1.9% - an amount equal to the Cost of Living adjustment approved for all District employees in the 2015-2016 budget.

No other substantive changes to the contract are proposed. The draft amended contract is provided with edits in strike-out/underline.

FISCAL IMPACT

Compensation of the General Manager is included in the District's approved 2015-2016 budget.

STRATEGIC PLAN

Goal 3 – PERSONNEL AND ORGANIZATION. Maintain a qualified, long-term and productive workforce to assure an effective organization.

RECOMMENDATION

By motion and roll call vote, approve amended contract with General Manager.

ATTACHMENT

- A. Draft amended contract

July 22, 2015

D-4

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

Attachments:

Exhibit "A" - General Manager Job Description

Exhibit "B" - District Resolution 2005-959

THIS AMENDED CONTRACT is made and entered into by and between the Nipomo Community Services District (herein referred to as "District"), and Michael LeBrun (herein referred to as "General Manager" or "Michael LeBrun"), with reference to the following recitals:

RECITALS

A. District is a Community Services District organized and operating pursuant to 61000 et seq., of the California Government Code.

B. District desires to ~~enter into an~~continue its employment relationship with Michael LeBrun as General Manager of the District;

C. Michael LeBrun desires to ~~enter into an~~continue his employment relationship as General Manager of the District.

D. It is the purpose of this Amended Contract to define the employment relationship of Michael LeBrun and the District during the terms of this Contract. All references to General Manager in this Contract refer to Michael LeBrun.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 - EMPLOYMENT OF GENERAL MANAGER

District hereby agrees to continue employing Michael LeBrun as the District's General Manager and Secretary to the Board of Directors (collectively "General Manager").

SECTION 2 - DUTIES

A. General Manager shall devote his full energy, skill and ability, and productive time to the performance of General Manager's duties. General Manager understands that the management of the District requires that the General Manager devote his entire work time to the discharge of the duties of the office.

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

B. The duties of the General Manager are generally described in Exhibit "A", attached hereto and incorporated herein by this reference, and Government Code Section 61051 which provides as follows:

The General Manager shall be responsible for all of the following:

1. The implementation of the policies established by the Board of Directors for the operation of the District.
2. The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board of Directors.
3. The supervision of the District's facilities and services.
4. The supervision of the District's finances.

C. The General Manager shall also act as the Secretary to the Board of Directors and shall be responsible for:

1. Maintaining accurate records of the proceedings of the Board of Directors.
2. Maintaining a book of District Ordinances or Codes with his\her attestation.
3. Maintaining District records including original Ordinances, Resolutions and Contracts and attest to the originals and true and correct copies of the same.
4. Administering Oaths or Affirmations and certifying affidavits and depositions pertaining to District affairs and business which may be used in any court or proceeding in the State.

The General Manager may deputize other District employees to perform the duties in sub-paragraph 1 above and deputize the Finance Director\Assistant General Manager to perform the duties referenced in paragraphs 2, 3 and 4 above in the absence of the General Manager.

D. Michael LeBrun agrees to perform the functions and duties specified in Subsections A, B, and C (above) and to perform other legally permissible and proper duties and functions as a District Board of Director's shall from time to time assign without additional compensation.

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

E. Both parties acknowledge that specific duties of the General Manager may vary from time to time.

SECTION 3 - TERM

This Amended Contract shall take effect on July 9~~1~~⁵, 2014~~5~~⁵, ("Effective Date"), and shall remain in effect until terminated as provided herein.

SECTION 4 - TERMINATION AND SEVERANCE PAY

A. General Manager understands and expressly agrees that he has no constitutionally protected property right or interest in his employment as General Manager.

B. The General Manager shall serve at the will and pleasure of the District Board of Directors, and may be terminated with or without cause.

C. In the event the General Manager is terminated without cause by the District Board of Directors during such time that the General Manager is willing and able to perform the General Manager's duties under this Contract, then in that event the District Board of Directors agrees to pay the General Manager a lump sum cash payment ("Severance Pay") equal to six (6) months base salary then in effect. In addition to Severance Pay, District shall pay General Manager for his accrued but unused vacation time, but not sick leave. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.

D. In the event General Manager is terminated for good cause, the General Manager shall be entitled only to salary earned, but not paid as of the date of termination; and payment for any accrued vacation, but not sick leave, plus benefits that are lawfully required to be continued. General Manager shall not be entitled to any other compensation, including, without limitation, any severance compensation. For purpose of this Contract, "good cause" shall include, but not necessarily be limited to, any of the following:

1. Any material breach by the General Manager of any term or provision of this Contract;
2. General Manager's failure to perform his duties in a professional and responsible manner consistent with generally accepted standards of the profession;
3. General Manager's misfeasance;

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

4. General Manager's malfeasance;
5. Conduct unbecoming the position of District General Manager or likely to bring discredit or embarrassment to District;
6. Insobriety while representing the District;
7. Conviction of a misdemeanor involving moral turpitude;
8. Conviction of a felony;
9. Engaging in illegal business practices in connection with the District's business;
10. Misappropriation of the District's assets;
11. Excessive unexcused absences of the General Manager from his/her employment during usual working hours; or
12. Failure to perform or habitual neglecting the duties which he/she is required to perform under this Contract.

E. In the event General Manager voluntarily resigns his/her position with District, General Manager shall give District sixty (60) calendar days written notice in advance, unless the parties otherwise agree in writing. In the event General Manager voluntarily resigns his/her position with District, the General Manager shall be entitled only to all salary earned, but not paid as of the date of resignation, and payment for any accrued vacation.

SECTION 5 - SALARY

A. District agrees to pay General Manager for his services rendered pursuant this Amended Contract an annual salary of ~~one hundred sixty-four thousand one hundred forty dollars (\$164,140.00)~~ one hundred sixty seven thousand two hundred fifty-nine dollars (\$167,259) payable in equal installments at the same time as other employees of District are paid. The annual salary shall be subject to normal withholdings with respect to amounts paid.

~~B. Commencing on the 366th day from the Effective Date, and upon a successful evaluation evidencing that the General Manager meets or exceeds the Board's expectations, the annual base salary shall be adjusted, on a one time~~

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

~~basis, to 5% greater than the base salary (unweighted) of the then highest paid District employee, other than the General Manager.~~

C. District will consider adjustments in compensation based upon performance.

D. The District Board of Directors may increase the compensation provisions of this Contract without amending this Contract.

SECTION 6 - HOURS OF WORK

The General Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position. The General Manager does not have set hours of work as the General Manager is expected to be available at all times.

SECTION 7 - PERFORMANCE REVIEW

~~A. During the first twelve (12) months of employment, the General Manager and District shall participate in a minimum of two (2) performance reviews (evaluations) as follows:~~

- ~~1. On or before the sixth (6th) month from the Effective Date;~~
- ~~and~~
- ~~2. On or before June 30th, 2013.~~

~~B. From and after the evaluation referenced in paragraph A(2) above,~~
A. The General Manager shall receive an annual performance review no later than the end of June of each succeeding year.

C. The Board of Directors reserves the right, in its discretion, to review General Manager's performance at any time.

SECTION 8 - OUTSIDE PROFESSIONAL ACTIVITIES

General Manager, with prior written approval of the District Board of Directors, may undertake outside professional activities for compensation, including teaching, speaking, and writing, provided such activities do not interfere with General Manager's normal duties and are not performed for any existing vendors or contractors of District. Under no circumstances shall such outside activities create a conflict of interest with the duties of General Manager and/or the interests of District.

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

SECTION 9 - PROFESSIONAL DEVELOPMENT

A. As part of its normal budget process, and reserving the right to establish appropriate priorities and funding amounts, the District will consider requests to budget funds for certain items, activities and materials deemed necessary and desirable for the General Manager's continued professional development, participation, growth and advancement. Those items, activities and materials may include:

1. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;
2. Travel and subsistence expenses for professional meetings and similar functions (e.g., short courses, conferences, seminars) to foster professional development;
3. Other items, activities and materials, as shall be agreed upon from time to time between General Manager and District.

B. Expenditures for items in subparagraph A (above) shall be deemed pre-approved, if the expenditures are within the District's budgeted amounts for the appropriate category. All other expenditures shall be pre-approved by District Board of Directors. General Manager shall keep District informed on at least a monthly basis, as part of the General Managers Report (on the Board of Directors meeting agenda) of all expenditures incurred in connection with professional development and a summary of educational conferences and seminars attended during the previous 30 days. All books, subscriptions and other items obtained pursuant to paragraph A above shall be in the name of the District and at all times shall remain the exclusive property of the District.

- C. General Manager shall receive prior Board of Director approval for:
1. Travel and subsistence expenses to courses, conferences, and seminars conducted outside the State of California; and
 2. Air travel.

SECTION 10 - BENEFITS

A. Subject to District Resolution 2005-959 (attached hereto as Exhibit "B" and incorporated herein by this reference) District agrees to provide health, dental and vision insurance for the General Manager at the same rate as other

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

District employees. If the District Board of Director's amends the health, dental and vision insurance plan for existing employees, then the amended plan shall apply to the General Manager.

B. District agrees to pay employer and 50% of the employee (General Manager's) portion of the PERS contribution based on the current PERS Retirement Plan. If the District Board of Director's amends the Retirement Plan for existing employees, then the amended plan shall apply to the General Manager.

SECTION 11 - CELL PHONE REIMBURSEMENT

General Manager shall be reimbursed monthly at the rate of \$65.00 per month for maintaining a working cell phone, provided that said cell phone facilitates "24-7" District employee access to the General Manager.

SECTION 12 - LEAVES

A. Vacations:

1. Paid vacations shall accrue at the rate of one and one-fourth (1 and 1/4th) working days per month of paid employment (15 days/year).
2. Commencing on the 5th year ~~after the Effective Date~~, paid vacation shall accrue at the rate of 1 and two-thirds (1 and 2/3rds) working days per month of paid employment (20 days per year).
3. The General Manager shall not *carry over* more than one hundred twenty (120) hours of vacation leave per calendar year. Once the maximum vacation accrual is reached (120 hours), vacation time will no longer be accumulated. Once the vacation accrual is below the maximum, vacation accrual will again start to accumulate.
4. General Manager shall not schedule more than two (2) weeks of vacation (fourteen (14) successive calendar days) at a time without prior approval of the Board of Directors.
5. The General Manager's vacation shall not be scheduled when it would leave the District without appropriate management.

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

B. Sick Leave: ~~Commencing on the Effective Date of employment,~~ General Manager shall accrue, and have credited to his personal account, sick leave at the rate of one (1) working day per month cumulative to a maximum accrual of one hundred eighty (180) working days.

C. Holidays: Subject to job constraints, the General Manager may take the following days as holidays: New Year's Day, Martin Luther King, Jr. Birthday, President's Day (third Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday in November immediately following the day designated as Thanksgiving Day, the four (4) regularly scheduled District hours immediately preceding the day designated as Christmas Day, Christmas Day, the four (4) regularly scheduled District hours immediately preceding the day designated as New Year's Day. The General Manager is not entitled to the floating holiday.

D. Bereavement Leave: The General Manager may use accumulated vacation time and administrative leave for Bereavement Leave.

E. ~~Commencing on the Effective Date,~~ the General Manager shall be entitled to ten (10) administrative leave days with pay, per year. Administrative leave cannot be accumulated or carried over. Administrative leave shall not be scheduled when it would leave the District without appropriate management.

SECTION 13 - AUTOMOBILE

A. For District related uses, including travel to and from the General Manager's residence, the District shall make available an automobile/vehicle for the General Manager.

B. When the District's automobile/vehicle is not available the General Manager shall be reimbursement for the use of General Manager's personal vehicle at the prevailing IRS per diem mileage rate for expenses incurred in performing services for the benefit of the District excluding travel to and from work.

C. General Manager shall invoice District on a monthly basis for expenses referenced in paragraph B above, which shall be considered for approval as part of the monthly Warrant Register prior to payment.

SECTION 14 - AUTOMOBILE INSURANCE ON PERSONAL VEHICLES USED FOR DISTRICT BUSINESS

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

A. General Manager shall procure and maintain motor vehicle liability insurance coverage, on an "occurrence basis", with companies authorized to do business in the State of California, with coverage of no less than five hundred thousand dollars (\$500,000) per accident for personal vehicles used for District business.

B. The automobile insurance policy shall be endorsed to include the District, its officers, directors, employees and agents as Additional Insureds.

C. ~~Prior to commencing work under this Contract,~~ General Manager shall provide District with a Certificate of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the insurer shall give District thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for non-payment of premium.

D. The automobile insurance coverage required hereunder shall be kept in full force and effect for the term of this Contract. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by General Manager hereunder. Any failure to comply with this requirement shall constitute a material breach of this Contract.

SECTION 15 - OTHER CONDITIONS OF EMPLOYMENT

The District may set other terms and conditions of employment as it may determine from time to time, relating to performance of General Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any Federal, State or local law.

SECTION 16 - JURY DUTY

The District General Manager will receive full pay and benefits while serving on a trial jury. Any compensation for such Jury Duty (except travel pay) shall be returned to the District.

SECTION 17 - NOTICES

Notices pursuant to this Amended Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. Nipomo Community Services District

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

P.O. Box 326
Nipomo, CA 93444-0326
Attn: President of the Board of Directors

2. Michael LeBrun
2268 Callender Road
Arroyo Grande, CA 93420

Alternatively, notices required pursuant to this Amended Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid.

SECTION 18 - INDEMNIFICATION

A. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq. and Government Code Sections 995-996.5), the District shall defend and indemnify the General Manager against any and for all losses sustained by the General Manager in direct consequences of the discharge of the General Manager's duties on the District's behalf for the period of the General Manager's employment.

B. Nothing in this Amended Contract shall expand the District's defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5.

SECTION 19 - GENERAL PROVISIONS

A. General Manager shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in situations which are inconsistent or incompatible with a position of General Manager or give rise to the appearance of impropriety.

B. The terms of ~~this~~ Amended Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

C. In the event of General Manager's death, General Manager's heirs, legatees, devisees, executors or legal representatives shall be entitled to (a) all salary earned, but not paid; and (b) payment for any accrued vacation. General Manager and his heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.

D. If any term, covenant, condition or provision of this Amended Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereby.

E. This Amended Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.

F. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Contract shall not be interpreted against the party who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

G. This Amended Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the parties, provided however that the District General Manager may not assign obligations hereunder.

H. General Manager shall not assign ~~this~~ Amended Contract in whole or in part.

I. The above Recitals are true and correct and incorporated herein by reference.

J. This Amended Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
AMENDED EMPLOYMENT CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Amended Contract on the below identified dates.

GENERAL MANAGER:

DISTRICT:

MICHAEL LEBRUN

CRAIG ARMSTRONG, President

DATE: _____, 2015

DATE: _____, 2015

Approved as to form:

MICHAEL W. SEITZ,
District Legal Counsel

DATE: _____, 2015

**GENERAL MANAGER
CHAPTER SEVEN - JOB DESCRIPTIONS**

**NUMBER: 7000
EFFECTIVE: 05/23/07**

CHAPTER SEVEN - JOB DESCRIPTIONS

7000 - GENERAL MANAGER

1. DEFINITION

Under policy direction of the Board of Directors, plans, organizes, coordinates and supervises all District functions and activities related to the production and distribution of potable water and the collection, treatment and disposal of wastewater and other functions of the District; provides policy guidance and program evaluation to staff and elected officials; encourages and facilitates improvement in the provision of services to customers by District staff; fosters cooperative working relationships with intergovernmental and regulatory agencies, various public and private organization and District staff; acts as Secretary to the Board of Directors; performs related work as assigned. This position has full-time management status, and is FLSA exempt.

2. CLASS CHARACTERISTICS

The employee in this class is the Chief Executive Officer of the District, serving at the pleasure of and accountable to the Board of Directors for all staff, functions and activities within policy guidance and applicable state and federal laws and regulations.

3. EXAMPLES OF DUTIES (Illustrative Only)

- A. Plans, organizes, coordinates and administers, either directly or through subordinate supervisors, the work of the District in accordance with the adopted goals and objectives of the Board of Directors and applicable laws and regulations.
- B. Directs and coordinates the development and implementation of goals, objectives, policies, procedures and programs for the District; administrative policies, procedures and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner.
- C. Prepares and administers the annual budget for the District; reviews all District expenditures; provides financial management for the District.
- D. Acts as staff for the Board of Directors; advises the Board on issues and programs; prepares and recommends long-range plans for District funding and service provisions and directs the development of specific proposals for action regarding current and future District needs.
- E. Assures that appropriate notice of Board meetings is posted and that other legal notification requirements are met.
- F. Represents the Board and the District in contacts with governmental agencies, community groups and various business, professional and legislative organizations and District customers; acts as a District liaison with the media.
- G. Directs and reviews special studies; provides for contract services as required and administers various service, construction and equipment contracts; signs

EXHIBIT "A"

**GENERAL MANAGER
CHAPTER SEVEN - JOB DESCRIPTIONS**

**NUMBER: 7000
EFFECTIVE: 05/23/07**

and accepts development plans and specifications for conformance with District standards on behalf of the District.

- H. Provides for the selection of District staff; administers discipline as required; provides guidance and direction to staff regarding policies and procedures.
- I. Prepares a variety of correspondence, policies, procedures, reports, minutes and other written materials.
- J. Maintains and directs the maintenance of working and official District files.
- K. Assures that the Board is kept informed of District program and financial status and of legal, social and economic issues affecting District activities.
- L. In concert with the District Counsel, monitors changes in the law and operational process changes that may affect District operations; implements operational and procedural modification as required.

4. EMPLOYMENT STANDARDS

Knowledge of:

- A. Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the supervision of employees.
- B. Principles, practices and procedures of public administration in a special district setting.
- C. Functions, authority, responsibilities and limitations of an elected Board of Directors.
- D. Principles and practices of potable water production, treatment and distribution.
- E. Principles and practices of wastewater treatment and disposal.
- F. Applicable legal guidelines and standards effecting District operations.
- G. Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally when relations may be confrontational or strained.

Skill in:

- A. Planning, organizing, administering, coordinating, reviewing and evaluating a variety of District programs and activities.
- B. Working cooperatively with and accomplishing implementation of the policies of an elected Board of Directors.
- C. Developing and implementing goals, objectives, policies, procedures, work standards and internal controls.
- D. Developing and administering an annual budget.
- E. Interpreting, applying and explaining complex laws, codes and regulations.
- F. Preparing clear and concise reports, correspondence and other written materials.
- G. Reading and interpreting plans, specifications and engineering documents.
- H. Using initiative and independent judgment within general policy guidelines.

**GENERAL MANAG
CHAPTER SEVEN - JOB DESCRIPTIONS****NUMBER: 7000
EFFECTIVE: 05/23/07**

- I. Making public presentations and conducting public hearings.
- J. Using tact, discretion and prudence in dealing with those contacted in the course of the work.

Physical Characteristics:

- A. Vision to read printed materials and a computer screen.
- B. Hearing and speech to interact in person and on the telephone.
- C. Mobility to work in a standard office environment, use standard office equipment, inspect District facilities in the field and to drive a motor vehicle.

Working Conditions:

- A. Attend meetings outside of normal working hours.

Licensing and Certification:

- A. Must possess a valid California Class C driver's license and have a satisfactory driving record.
- B. Must be bondable by District's fidelity bond insurer.

Education and Experience:

Equivalent to graduation from a four-year college or university with a bachelor's degree or higher in engineering or a related field and five (5) years' experience in an increasingly responsible public agency management position. Familiarity with water and/or wastewater processes are desirable.

EXHIBIT "B"

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION 2005-959

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ELECTING TO ESTABLISH A HEALTH BENEFIT VESTING REQUIREMENT FOR FUTURE
RETIREES UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, Government Code 22893 provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act may amend its resolution to provide a post retirement vesting requirement to employees who retire for service, and

WHEREAS, Nipomo Community Services District certifies employees are not represented by a bargaining unit and there is no applicable memorandum of understanding, and

WHEREAS, the credited service for purposes of determining the percentage of employer contributions shall mean service as defined in Section 20069, except that not less than five years of that service shall be performed entirely with the Nipomo Community Services District; and

WHEREAS, the contribution for active employees cannot be less than what is defined in Section 22892(b);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the Nipomo Community Services District, San Luis Obispo County, California, as follows:

1. That the employer's contribution for each retired employee first hired on or after the effective date of this resolution shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan or plans up to a maximum of 100 percent of the weighted average of the health benefits plan premiums for employees or annuitants enrolled for self alone plus 90 percent of the weighted average of the additional premiums required for enrollment of family members in the four health benefits plans that have the largest number of enrollments during the fiscal year to which the formula applied plus Administrative fees and Contingency Reserve Fund, and be it further
2. That the percentage of employer contribution payable for post retirement health benefits for each retired employee shall be based on the employee's completed years of credited service based upon Government Code Section 22893; plus administrative fees and Contingency Reserve Fund assessments.

Upon motion of Director Winn, seconded by Director Trotter, and on the following roll call vote, to wit:

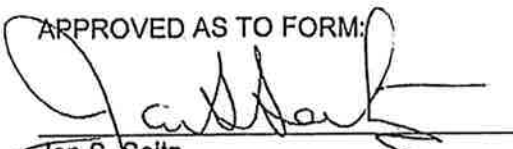
AYES: Directors Winn, Trotter, Wirsing, Eby and Vierheilig
NOES: None
ABSENT: None
ABSTAIN: None

the foregoing Resolution is hereby adopted this 14th day of December 2005.


Lawrence Vierheilig, President
Nipomo Community Services District

ATTEST:


Donna K. Johnson
Secretary to the Board

APPROVED AS TO FORM:

Jon S. Seltz
District Legal Counsel

TO: BOARD OF DIRECTORS
FROM: MICHAEL LEBRUN *ML*
GENERAL MANAGER
DATE: JULY 17, 2015

AGENDA ITEM
D-5
JULY 22, 2015

UPDATE DISTRICT PROPOSITION 218 PROTEST GUIDELINES

ITEM

Consider adoption of revised protest proceedings guidelines [RECOMMEND APPROVE RESOLUTION UPDATING GUIDELINES].

BACKGROUND

The District adopted protest proceedings guidelines in 2009. Recently, at the request of staff, General Counsel reviewed the guidelines. One minor edit is recommended. The draft adoption resolution and draft guidelines, with edits shown in strike-out/under line, are attached.

FISCAL IMPACT

Budgeted staff time and legal consulting cost.

RECOMMENDATION

Review the draft guidelines, order any additional edits and then by motion and roll call vote adopt a resolution approving updated guidelines.

ATTACHMENTS

- A. Resolution 2015-XXXX Prop 218 Guidelines

July 22, 2015

D-5

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION 2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS IN
CONNECTION WITH RATE HEARINGS
CONDUCTED PURSUANT TO ARTICLE XIID, SECTION 6,
OF THE CALIFORNIA CONSTITUTION,
AND RELATED NOTICING**

WHEREAS, Proposition 218 was adopted on November 6, 1996 adding Article XIID to the California Constitution; and

WHEREAS, Article XIID Section 6 of the California Constitution imposes certain procedural and substantive requirements related to the adoption of fees and charges for property-related services; and

WHEREAS, the State of California has adopted the Proposition 218 Omnibus Implementation Act, Sections 57750 et seq. of the Government Code; and

WHEREAS, some of the requirements of Proposition 218 and the Omnibus Implementation Act do not offer specific guidance as to how written protest are to be submitted or how the Nipomo Community Services District (District) is to tabulate the protests; and

WHEREAS, Government Code Section 61040(a) states, in relevant part, "a legislative body of five members known as the board of directors shall govern each district. The board of directors shall establish policies for the operation of the district"; and

WHEREAS, Government Code Section 61045(g) states, "the board of directors shall adopt policies for the operation of the district, including, but not limited to, administrative policies, fiscal policies, personnel policies, and the purchasing policies required by this division"; and

WHEREAS, the District Board of Directors believes it to be in the best interest of the community, and pursuant to Government Code Section 61040(a) and 61045(g), to adopt guidelines for the implementation of the provisions of Article XIID Section 6 of the California Constitution and the Proposition 218 Omnibus Implementation Act related to the adoption of fees and charges for property related services;

NOW, THEREFORE, BE IT RESOLVED DETERMINED AND ORDERED by the Nipomo Community Services District Board of Directors as follows:

SECTION 1. The Guidelines for the Submission and Tabulation of Protests attached hereto as Exhibit A are incorporated herein by this reference and are hereby adopted and approved.

SECTION 2. If any section, paragraph or phrase within the Guidelines for the Submission and Tabulation of Protests are in conflict with the California Constitution, the Proposition 218 Omnibus Implementation Act or other legislation (as now exists or as adopted in the future) then such legislation or Constitutional provisions shall prevail.

SECTION 3. The above recitals including references to the California Constitution

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION 2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING GUIDELINES FOR THE SUBMISSION AND
TABULATION OF PROTESTS IN CONNECTION WITH RATE HEARINGS
CONDUCTED PURSUANT TO ARTICLE XIIIID, SECTION 6,
OF THE CALIFORNIA CONSTITUTION,
AND RELATED NOTICING**

and the Proposition 218 Omnibus Implementation Act, are incorporated herein by this reference and constitute further findings in support of the District's approval of the attached Guidelines for the Submission and Tabulation of Protests.

Upon motion by Director XXXX, seconded by Director XXXXX, on the following roll call vote, to wit:

AYES:

NOES:

ABSTAIN:

the foregoing resolution is hereby passed and adopted on this XXXXth day of XXXXX, 2015.

CRAIG ARMSTRONG
President of the Board

ATTEST:

APPROVED:

MICHAEL S. LEBRUN
Secretary to the Board

MICHAEL W. SEITZ
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION 2015-XXX
Exhibit A**

NIPOMO COMMUNITY SERVICES DISTRICT

GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS

APPLICATION

Where notice of a public hearing, with respect to the adoption or increase of a utility charge, has been given by the Nipomo Community Services District (NCSD or District) pursuant to Article XIID, Section 6(a) of the California Constitution, the following guidelines shall apply.

RELEVANT DISTRICT CODE SECTIONS

District Code Section 3.03.040 states:

The owner of the property which is furnished services is the customer and shall be responsible for the payment of all rates, charges and fees, including penalties, thereon regarding such furnished services. Unpaid obligations shall run with the land, and shall lead to delinquency and termination of service for the residential unit or other real property involved without regard to any changes of residency or occupancy by persons different than the persons shown on district records as obligated to pay said bill. (Ord. 95-81 § 1 (part), 1995)

District Code Section 3.04.020 states:

A. Each house or building under separate ownership shall be provided with its own service connection or connections.

B. Two or more houses or buildings (such as apartments) under one ownership and located on the same lot or parcel of land may be supplied through one service connection.

C. When a parcel or building receiving water service through one connection is subdivided into smaller lots, parcels or units, capable of separate ownership, then the existing service connection shall be deemed appurtenant to the parcel or building unit upon which it is situated or most immediately adjacent.

D. The district reserves the right to limit the number of houses or buildings, or the area of the land under one ownership to be supplied by one service connection.

E. A service connection shall not be used to supply adjoining property of a different owner or to supply the property of the same owner on opposite sides of a public street or alley. (Ord. 98-87 § 8, 1998)

District Code Section 3.04.030 states:

Except for connection to a single-family residence, a separate service connection with backflow prevention device shall be provided to each parcel of property for

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION 2015-XXX
Exhibit A**

landscape irrigation. A separate landscape connection fee shall be computed pursuant to Section 3.04.050, and paid. (Ord. 98-87 § 9, 1998)

DEFINITIONS

Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these Guidelines:

1. "Parcel" means a piece of land or property (within the NCSD) identified by Assessor's Parcel Number (APN) that is served by the NCSD, as determined by the San Luis Obispo County Tax Assessor.
2. "Record customer" and "customer of record" means the person or persons whose name or names appear on the NCSD's records as the person who has contracted for utility services to a particular parcel and utility account. Record customer is generally the record owner but, in a limited number of cases, a record customer means a tenant or property manager when the tenant or property manager's name appears on NCSD's records as the person who has contracted for utility services to a particular parcel.
3. "Record owner" or "parcel owner" means the person or persons whose name or names appear on the San Luis Obispo County Tax Assessor's latest equalized assessment roll as the owner of a parcel that is receiving utility services. Pursuant to District Code Section 3.03.040, the record owner is responsible for the payment of all rates, charges, and fees, including penalties thereon regarding such furnished services.
4. A "fee protest proceeding" is not an election, but the District Secretary/Clerk will maintain the confidentiality of protests as provided in Section 12 below.
5. "Public hearing" means the public hearing on the proposed charges.
6. "Protest official" means the NCSD District Secretary/Clerk or his/her designee.
7. "Representative(s)" means designated trustees, legal guardians, probate estate executors or administrators, court-appointed or other legal representatives, or property managers/agents of a record owner or a record customer.

NOTICE OF PROPOSED RATES AND PUBLIC HEARING

1. ***Notice Delivery.***
 - A. The NCSD shall give notice of proposed charges and public hearing on the proposed charges via 1st-class U.S. mail to all record owners and customers of record served by the NCSD, effective on the date the public hearing is approved by the Board of Directors.
 - B. The NCSD will mail each notice subject to a request that the U.S. Postal

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION 2015-XXX
Exhibit A**

Service provide forwarding address information to the NCSD for any notices forwarded by the U.S. Postal Service.

- C. If the U.S. Postal Service returns any notice to the NCSD as undeliverable and provides the NCSD a forwarding address, the NCSD shall mail the notice to the forwarding address, but its doing so does not extend the time in which protests may be submitted with respect to the proposed charges that are the subject of the public hearing.
- D. The NCSD will provide the notice of proposed charges and public hearing to each record owner and/or record customer who initiates NCSD utility services after the notice is mailed and before the date of the public hearing on the proposed charges, but its doing so does not extend the time in which protests may be submitted with respect to the proposed charges that are the subject of the public hearing.
- E. The NCSD will post the notice of proposed charges and public hearing at its official posting site on the date the notice is mailed pursuant to subparagraph 6(B) above.

SUBMISSION OF PROTESTS

1. ***Protest Requirements.***

- A. A written protest must include:
 - (i) A statement that it is a protest against the proposed charge which is the subject of the notice;
 - (ii) Name of the record owner or customer of record;
 - (iii) Identity of the affected parcel by assessor's parcel number or service address;
 - (iv) Original signature of the record owner or customer of record with respect to the identified parcel; and
 - (v) The date the written protest is signed.
- B. Protests shall not be counted if any of the required elements (i thru v) outlined in the preceding subsection "7.A." are omitted.
- C. A notice of proposed charges may, but need not, include a form by which record owners and customers of record may note their protest of, or support for, a proposed charge. However, use of such a protest form shall not be required and the NCSD shall accept any protest which complies with these Guidelines.

**NIPOMO COMMUNITY SERVICES DISTRICT
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2. *Protest Submittal.*

- A. Any record owner or customer of record who is subject to the proposed utility charges may submit a written protest to the District Secretary/Clerk, by:
- Delivery to the District Secretary/Clerk's Office, 148 S. Wilson, Nipomo, CA 93444,
 - Mail to the NCSO, Attention: District Secretary/Clerk, 148 S. Wilson, Nipomo, CA 93444 or P.O. Box 326 Nipomo, CA 93444-0326, or
 - Personally submitting the written protest at the public hearing.
- B. Protests must be received by the close of the public hearing, including those mailed to the NCSO. No postmarks will be accepted; therefore, any protest not actually received by the close of the public hearing, whether or not mailed prior to the public hearing, shall not be counted.
- C. In order to reduce duplicate protests and to avoid fraud, a protest may only be submitted by a record owner or a customer of record who has signed the protest or an individual authorized in writing, with original signature, by the record owner or the customer of record, to submit the protest. That written authorization with original signature shall be provided to the District Secretary/Clerk with the written protest so that the District Secretary/Clerk may accept a protest from someone other than the person who signed it.
- D. A Representative may sign a written protest on behalf of a record owner or a record customer provided the Representative attaches written documentation/authorization, with original signature, to act in such capacity to the written protest.
- E. Emailed or faxed protests shall not be counted. Only protests with original signatures shall be counted.
- F. Copied protests shall not be counted. Only protests with original signatures shall be counted.
- G. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the NCSO Board of Directors welcomes input from the community during the public hearing on the proposed charges.

**NIPOMO COMMUNITY SERVICES DISTRICT
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Exhibit A**

3. *Protest Withdrawal.*

Any record owner, record customer, or Representative who submits a written protest may withdraw it by submitting to the District Secretary/Clerk a signed and dated written request that the protest be withdrawn. The withdrawal of a protest shall identify the affected parcel by parcel number or service address and the name of the record owner or customer of record who submitted both the protest and the request that it be withdrawn.

4. *Multiple Record Owners or Customers of Record.*

A. Each record owner or customer of record of a parcel served by the NCSD may submit a protest. This includes, but is not limited to, instances where:

- (i) A parcel is owned by more than a single record owner or more than one name appears on the NCSD's records as the customer of record for the parcel, or
- (ii) A customer of record is not the record owner, or
- (iii) A parcel includes more than one record customer, or
- (iv) Multiple parcels are served via a single utility account such as master-metered condominium units and multi-family residential units.

B. Only one protest will be counted per parcel.

C. Any one protest submitted in accordance with these rules will be sufficient to count as a protest for the identified parcel.

~~5. *NCSD as Record Owner of Parcel.*~~

~~Parcels owned by the NCSD that receive utility services, but are not subject to the proposed charges which are the subject of the public hearing, shall not be included in the parcel count for tabulation.~~

~~6.5. *Transparency, Confidentiality, and Disclosure.*~~

A. To ensure transparency and accountability in the fee protest tabulation, while protecting the privacy rights of record owners and customers of record, protests will be maintained in confidence until tabulation begins following the public hearing.

B. Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION 2015-XXX
Exhibit A**

TABULATION OF PROTESTS

1. ***Protest Official.***

The Protest Official shall tabulate written protests. The Protest Official shall not accept as valid any protest if he or she determines that any of the following conditions exist:

- A. The protest does not state its opposition to the proposed charges.
- B. The protest does not name the record owner or record customer of the parcel identified in the protest, as of the date of the public hearing.
- C. The protest does not identify a parcel served by the NCS D which is subject to the proposed charge.
- D. The protest is not dated.
- E. The protest does not bear an original signature of the named record owner, record customer or Representative (pursuant to subsection 8.D) with respect to the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the Protest Official, who may review and compare it with signatures on file with the County Elections Official and/or the NCS D. If the signature is questionable, it will be retained for further follow-up with the record owner or customer of record. Should the count be close enough that any retained protest might change it, the Protest Official will mail a notice to the record owner, customer of record or representative requesting they contact the Protest Official within five (5) business days of the date of the mailing to verify their signature.
- F. The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or a customer of record to protest the charges.
- G. The protest was emailed, faxed, copied or by any other means without an original signature.
- H. The protest was not received by the District Secretary/Clerk before the close of the public hearing on the proposed charges.
- I. A request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.

**NIPOMO COMMUNITY SERVICES DISTRICT
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J. The Protest Official's decision that a protest is not valid shall constitute a final administrative action of the NCSD.

2. ***Majority Protest.***

A majority protest exists if protests are timely submitted and not withdrawn by the record owners, or customers of record with respect to, a majority (50% plus one) of the parcels subject to the proposed charge.

3. ***Tabulation of Protests.***

At the conclusion of the public hearing, the Protest Official shall tabulate all protests received, including those received during the public hearing, and shall report the results of the tabulation to the NCSD Board of Directors.

4. ***Report of Tabulation.***

If at the conclusion of the public hearing the Protest Official determines that he or she will require additional time to tabulate the protests, he or she shall so advise the NCSD Board of Directors, which may continue the meeting to allow the tabulation to be completed on another day or days. If so, the NCSD Board shall declare the time and place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation, and the Board shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report of the Protest Official.

5. ***Severability***

If any section, paragraph or phrase within these guidelines are in conflict with the California Constitution, the Proposition 218 Omnibus Implementation Act or other legislation (as now exists or as adopted in the future) then such legislation or Constitutional provisions shall prevail.

TO: BOARD OF DIRECTORS
REVIEWED: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
FROM: PETER V. SEVCIK, P.E.
DIRECTOR OF
ENGINEERING & OPERATIONS *P.V.S.*
DATE: JULY 15, 2015

**AGENDA ITEM
D-6
JULY 22, 2015**

VIA CONCHA WELL REPAIR ACCEPTANCE

ITEM

Accept work performed by Fisher Pump and Well Service Inc. for Via Concha Well Repair and authorize staff to file Notice of Completion. [RECOMMEND, BY MOTION AND ROLL CALL VOTE, ACCEPT PROJECT AND DIRECT STAFF TO FILE NOTICE OF COMPLETION].

BACKGROUND

At the May 21, 2015 Board meeting, the Board approved a contract with Fisher Pump and Well Service Inc. for repair of the Via Concha Well. The approved contract amount was \$75,297 and the Board also authorized a contingency amount of \$7500. The final contract amount was \$73,677. All repair work has been completed.

FISCAL IMPACT

Construction Contract Cost Summary	
Original Contract Amount – Fisher Pump and Well Service Inc.	\$75,297
Change Orders	(\$1620)
Revised Contract Amount	\$73,677
Completed to Date	\$73,677

STRATEGIC PLAN

Goal 1 – WATER SUPPLY – Actively plan to provide reliable water supply of sufficient quality and quantity to serve both current customers and those in the long-term future.

RECOMMENDATION

Staff recommends that the Board accept the project and authorize the General Manager to file a Notice of Completion for the project.

ATTACHMENTS

None